



MOAR

TERMS AND CONDITIONS OF USE

Introduction

These terms and conditions apply between you, the User of this Service (including the Moar website, any sub-domains, apps or connected software, unless expressly excluded by their own terms and conditions), and Codices Interactive Limited, the owner and operator of this Service. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Service. If you do not agree to be bound by these terms and conditions, you should stop using the Service immediately.

In these terms and conditions, **User** or **Users** means any third party that accesses the Service and is not either (i) employed by Codices Interactive Limited and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Codices Interactive Limited and accessing the Service in connection with the provision of such services.

Intellectual property and acceptable use

1. All Content included on the Service, unless uploaded by Users, is the property of Codices Interactive Limited, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Service, including any such content uploaded by Users. By continuing to use the Service you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission.
2. By acting as a beta tester for the Moar platform, you agree to report any flaws, errors or imperfections discovered in any software or other materials to which you have been granted access, this includes feedback on images, videos and other media in the Moar Discord server or ideas put forward as part of the early release beta program. As a beta tester you undertake to use best efforts to provide frequent reports on all aspects of the product both positive and negative and acknowledge that any improvements, modifications and changes arising from or in connection with your contribution to the Project, remain or become the exclusive property of Codices Interactive.
3. You may, for your own personal, non-commercial use only, do the following:
 - a. retrieve, display and view the Content on a computer screen
4. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of Codices Interactive Limited.



Prohibited use

4. You may not use the Service for any of the following purposes:
 - a. in any way which causes, or may cause, damage to the Service or interferes with any other person's use or enjoyment of the Service;
 - b. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
 - c. making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

Registration

5. You must ensure that the details provided by you on registration or at any time are correct and complete.
6. You must inform us immediately of any changes to the information that you provide when registering by updating your personal details to ensure we can communicate with you effectively.
7. We may suspend or cancel your registration with immediate effect for any reasonable purposes or if you breach these terms and conditions.
8. You may cancel your registration at any time by informing us in writing to the email address at the end of these terms and conditions. If you do so, you must immediately stop using the Service. Cancellation or suspension of your registration does not affect any statutory rights.

Links to other Websites / Apps

9. This Service may contain links to other sites. Unless expressly stated, these sites are not under the control of Codices Interactive Limited or that of our affiliates.
10. We assume no responsibility for the content of such Websites / Apps and disclaim liability for any and all forms of loss or damage arising out of the use of them.
11. The inclusion of a link to another site on this Service does not imply any endorsement of the sites themselves or of those in control of them.

Privacy Policy

12. Use of the Service is also governed by our Privacy & Cookie Policy, which is incorporated into these terms and conditions by this reference. Please view the Privacy & Cookie Policy [here](#) or by visiting the Moar mobile app.



Availability of the Service and disclaimers

13. Any online facilities, tools, services or information that Codices Interactive Limited makes available through the Website / App (the **Service**) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Codices Interactive Limited is under no obligation to update information on the Service.
14. Whilst Codices Interactive Limited uses reasonable endeavours to ensure that the Service is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.
15. Codices Interactive Limited accepts no liability for any disruption or non-availability of the Service.
16. Codices Interactive Limited reserves the right to alter, suspend or discontinue any part (or the whole of) the Service including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Service unless it is expressly stated otherwise.

Limitation of liability

17. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.
18. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
19. To the maximum extent permitted by law, Codices Interactive Limited accepts no liability for any of the following:
 - a. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
 - b. loss or corruption of any data, database or software;
 - c. any special, indirect or consequential loss or damage.

General

20. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.
21. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Service from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.



22. These terms and conditions, together with the Privacy Policy, contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.
23. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.
24. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.
25. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
26. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

Codices Interactive Limited details

27. Codices Interactive Limited is a company incorporated in England and Wales with registered number 11418669 whose registered address is Air Building, Penryn Campus, Treliever Road, Penryn, Cornwall, TR10 9FE and it operates the Website <https://dev.moar.community> and Moar mobile app.

The registered VAT number is 314961795.

You can contact Codices Interactive Limited by email on support@codices.io.

Commented [SK1]: This will need updating once the final URL is decided.

Attribution

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